Dialtone & More, Inc.

### South Carolina PSC Tariff No. 3

First Revised Replaces Original Adoption Page

## ADOPTION NOTICE

Dialtone & More, Inc.

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Dialtone & More, Inc; a South Carolina corporation, hereby adopts, ratifies, and makes its own, in every respect as if the same been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with South Carolina Public Service Commission, by Dialtone & More, Inc.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Dialtone & More, Inc, has heretofore filed with said Commission.

Revised Page 1 Replaces Sheet 1

# SOUTH CAROLINA LOCAL EXCHANGE SERVICES OF Dialtone & More, Inc.

(T)

Dialtone & More, Inc. operates as a competitive telecommunications company in the state of South Carolina. This Tariff contains the descriptions, regulations and rates applicable to the furnishing of interexchange service and facilities provided by Dialtone & More, Inc. within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 6905 North Wickham Road, Suite 403, Melbourne FL 32940.

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## **CHECK LIST**

Pages 1 to 27 are effective as of the December 2, 2011. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

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### **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C Changed regulation.
- D Delete or discontinue.
- I Change resulting in an increase to a customer's bill.
- M Moved from another tariff location.
- N New.
- R Change resulting in a reduction to a customer's bill.
- T Change in text or regulation but no change in rate or charge.

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#### TARIFF FORMAT

- A. **Sheet Numbering** Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
  - 2.
  - 2.1.
  - 2.1 .1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1 .1 .A. 1.(a).
  - 2.1 .1 .A. 1. (a).L.
  - 2.1 .1 A. 1 .(a).L(i).
  - 2.1 .1 A. 1.(a).L(i).(1).

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#### **SECTION 1 – DEFINITIONS**

Certain terms used generally throughout this tariff are defined below.

**Access Code** - A uniform seven-digit code assigned by the Company to an individual Customer. The seven-digit code has the form 950-XXXX or IOIXXXX.

**Authorized User** - A person, firm, corporation or other entity that accesses the Company's services . An Authorized User is responsible for compliance with this tariff.

**Automatic Number Identification (ANI)** – A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

**Commission** - The South Carolina Public Service Commission.

**Company** – Dialtone & More, Inc. issuer of this tariff.

**Customer** - The person, firm, corporation or other entity that arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**Equal Access** - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (U.S. District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

**Equal Access Code** - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

**Individual Case Basis** – A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**LATA** - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Issued: December 2, 2011 Effective: December 2, 2011

By: Thomas E Biddix, President 6905 N. Wickham Road, Suite 403 (T) Melbourne, FL 32940

Dialtone & More, Inc.

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### SECTION 1 – DEFINITIONS (cont'd)

**LEC** – Local Exchange Company.

**Non-Recurring Charges** - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time a Service Order is executed.

**Off-Hook** - The active condition of Switched Access or a telephone exchange service line.

**On-Hook** - The idle condition of switched access or a telephone exchange service line.

**Point of Presence** - Location where the Company provides a network interface with facilities provided by other common carriers, Local Exchange Carriers, or Customers for access to the Company's network.

**Premises** - A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the duration of the service.

**Service(s)** - The Company's telecommunications Services offered on the Company's Network.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

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#### SECTION 2 – RULES AND REGULATIONS

## 2.1 Undertaking of the Company

- 2.1.1 The Company's services offered pursuant to this Tariff are furnished for Local Exchange Services. The Company may offer these services over its own or resold facilities.
- 2.1.2 The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service agreement.
- 2.1.3 The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

### 2.2 Use

- 2.2.1 A service provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

### 2.3 Limitations of Service

- 2.3.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2. The Company reserves the right to limit or to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law, or due to some other cause beyond the Company's control.

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### SECTION 2 – RULES AND REGULATIONS (cont'd.)

- 2.3.3 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

## 2.4 Assignment and Transfer

All facilities provided under this Tariff are directly or indirectly controlled by the Company, and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff, as well as all conditions of service, shall apply to all such permitted assignees or transferees.

# 2.5 Liability of the Company

- 2.5.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, defect or omission in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service for the facility provided during which such interruption, delay, error, omission or defect occurs.
- 2.5.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, defect or omission in any service, facility or transmission provided under this Tariff if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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### SECTION 2 – RULES AND REGULATIONS (cont'd.)

- 2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer or other users of its service against, any claim, loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff, or (ii) for connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the customer, or (iv) for any personal injury of death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer of others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4 The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.
- 2.5.5 The Company shall not be liable for any claim, loss, or refund as a result of theft of Debit Cards or Personal Identification Numbers Issued for use with the Company's services, nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- 2.5.6 The Company shall not be liable for any claim, loss, or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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### SECTION 2 – RULES AND REGULATIONS (cont'd.)

# 2.6 Billing and Payment for Service

### 2.6.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s); placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer. The Customer agrees to pay to the Company or its authorized agent any costs(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services that result in the placement of calls via the Company. The Customer agrees to pay the company or its authorized agent any and all costs incurred as a result of the use of the service arrangement, including calls that the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the South Carolina Public Service Commission. Any objections to billed charges or Debit Account depletions must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills or Debit Account Available Usage Balances shall be made to the extent that circumstances reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of the Company's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

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### SECTION 2 – RULES AND REGULATIONS (cont'd.)

### 2.6.2 Deposits

The customer's deposit will not exceed two times the amount of the customer's monthly bill.

### 2.6.3 Advance Payments

The Company does not require Advance Payments. The prepayment of services that are immediately available to the Customer does not constitute an advance payment.

## 2.6.4 Late Payment Fees

Since the non-payment of invoices will result in termination of service, there are no charges or provisions for late payments.

### 2.6.5 Returned Check Charge

The Customer will be charged thirty dollars (\$30.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn. Failure to remit the amount due and the \$30.00 fee will result in the returned check being forwarded to the prosecuting attorney of the appropriate jurisdiction. The only exception to this shall be in the event that the check was guaranteed by a check processing firm, in which case their rules shall apply. Said rules are available at all company locations, and are posted in plain view of all customers.

### 2.6.6 Billing Disputes

- 2.6.6.1 Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice of statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customer accounts shall be made to the extent circumstances reasonably indicate that such changes are appropriate.
- 2.6.6.2 Customers may contact the Company's business office by calling 888-494-9440.

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### SECTION 2 – RULES AND REGULATIONS (cont'd.)

#### 2.7 Taxes and Fees

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be listed as separate line items on the Company's invoices.

# 2.8 Refunds or Credits for Service Outages or Deficiencies

## 2.8.1 Interruptions in Service

Credit allowances for interruptions in service that are not due to the negligence of or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, are subject to the general liability provisions as set forth in Section 2.5, herein. No credit is issued for outages less than 1/2 hour in duration. Credit for outages greater than one-half hour in duration are issued for fixed recurring monthly charges only. Outage credits are calculated in thirty-minute increments. The amount of the credit is determined by prorating the monthly recurring charge for the time of the outage (in thirty-minute increments). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access. Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for reestablishment of the connection.

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### SECTION 2 – RULES AND REGULATIONS (cont'd.)

## 2.8.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

## 2.9 Cancellation or Termination of Service by Customer

Customers may cancel service orally or in writing at any time, with valid identification or use of account password. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms. For prepaid services, the customer may cancel service by fully depleting the available balance of the customer account and/or by not renewing a renewable account.

## 2.10 Refusal or Discontinuance by Company

- 2.10.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.
- 2.10.2 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency.
  - A. For failure to pay non-debited charges, such as directory assistance and operator service, which are billed separately.
  - B. For noncompliance with or violation of any State, municipal or federal law, ordinance or regulation pertaining to telephone service.
  - C. For use of telephone service for any purpose other than that described in the Application.

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### SECTION 2 – RULES AND REGULATIONS (cont'd.)

- D. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- E. For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- F. Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay the amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court of other government authority having jurisdiction that prohibits the Company from furnishing such services.
- J. When the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- K. When the established expiration date of the Debit Account is reached.
- L. 1+ and 0+ long distance access will be disconnected if the Customer's local exchange service is disconnected.

## 2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

Dialtone & More, Inc.

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### SECTION 2 – RULES AND REGULATIONS (cont'd.)

#### 2.12 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

## 2.13 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single-line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective standards of the telecommunications industry.

Dialtone & More, Inc.

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#### SECTION 3 – SERVICE DESCRIPTIONS AND RATES

### 3.1 General

The Company provides local exchange services for communications originating and terminating within the State of South Carolina. The Company's services are available twenty-four hours per day, seven days a week. Customers are billed based upon bundled package selected, additional features, and/or add-on services.

## 3.2 Timing Calls

- 3.2.1 Timing of each call begins when the called station is answered (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 Calls are billed in increments of six seconds, with a minimum of thirty seconds.
- 3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

### 3.3 Rate Periods

The Company does not offer time-of-day rates.

## 3.4 Mileage Calculation

The Company does not offer distance-sensitive rates.

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### SECTION 3 – SERVICE DESCRIPTIONS AND RATES (cont'd.)

## 3.5 Miscellaneous Rates and Charges

### 3.5.1. Connection Charge

There will be a non-recurring Activation Charge that currently is \$60.00 (C) (maximum of \$120.00) to establish, migrate, or move service.

### 3 .5.2. Change Order Charge

There will be a non-recurring Change Order Charge that is currently \$20.00 (C) (maximum of \$40.00) to make changes to existing service.

### 3.5.3. Taxes

Quoted rates do not include any state or local taxes (i.e. sales tax, municipal (C) utilities tax, etc.).

### 3.5.4. Change Directory Listing

There will be a non-recurring Charge that currently is \$10.00 (maximum of \$40.00) for changes to name on account, and how it is printed in invoice.

## 3.5.5. Credit Card Processing

There will be a non-recurring Charge that currently is \$2.95 (maxium of \$6.00) (C) for payments via Credit Card through IVR, representative, agent, e-billing, or auto-pay.

### 3 .5.6. Extended Service Fee

There will be an opional non-recurring Charge that currently is \$5.00 (maximun of \$10.00) to extend service five days without interruption after due date expiration. This is not to be confused with a late payment fee.

### 3.5.7. Non-Productive Trip Charge

There will be a non-recurring Charge that currently is \$90.00 (maximum of \$180.00) for any dispatch of technician with regards to repair issue, when the trouble is found to be inside residence.

### 3.5.8. Non-Published Number

There will be a recurring charge that currently is \$5.00 (maximum of \$10.00) for customers requesting non-published numbers. This fee is waived on first month for new activations on Lifeline customers.

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(Maximum of \$49.00)

(Maximum of \$67.00)

### SECTION 3 – SERVICE DESCRIPTIONS AND RATES (cont'd.)

### 3.5.9. NSF fee

There will be a non-recurring Charge of \$30.00 for any returned check or (C) insufficient funds transaction.

### 3.5.10. Restore

There will be a non-recurring Charge that currently is \$20.00 (maximum of (C) \$40.00) to restore service from a suspended status to active status

### 3.5.11. Transfer

There will be a non-recurring Charge that currently is \$20.00 (maximum of (C) \$40.00) to transfer service to a new service location.

### 3.6 Residential Service

### 3.6.1. Prepaid Residential Packages

A. Basic Service \$23.49/month (C)

Includes the following features: 250 minutes of Domestic Long Distance **Unlimited Local Calling** 

### **B. Premium Bundled 100**

\$33.49/month (C)

Includes the following features:

250 min of Domestic Long Distance

**Unlimited Local Calling** 

Includes the following where available:

Caller ID Name & Number, Call Waiting Deluxe, Call Return

Call Block, Call Tracing, Preferred Call Forwarding, Repeat Dial

Speed Calling, 3-Way Calling, Activate/Deactivate Call Forwarding

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## SECTION 3 – SERVICE DESCRIPTIONS AND RATES (cont'd.)

## 3.7 Directory Assistance

Directory Assistance is available to Customers by dialing 1-411. A Directory Assistance charge applies to each call. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested information.

Current rate per call is \$1.99 (maximum of \$4.00).

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# 3.8 Unlimited LD option

Unlimited LD option is available to Customers on all plans. A Unlimited LD charge applies if the Customer chooses this option. The Unlimited LD option replaces the 250 min of LD included in the Customers plan if selected.

Current rate is \$5.00(maximum of \$10.00).

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## 3.9 Unrestricted LD option

To protect its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with South Carolina Public Service Commission Rules. A deposit will be required if the Customer chooses to use an outside provider for long distance service. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills to either the Company or the selected long distance provider. Customer's deposit will be in accordance with S.C Reg. 103-621.2

Upon discontinuance of service, Dialtone & More, Inc. shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company or the outside long distance provider. The Company shall automatically refund the deposits of Customers who no longer have an outside provider for long distance service.

Deposits will accrue interest annually in accordance with S.C. Reg. 103-621.3.

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### SECTION 4 – DEMONSTRATIONS AND PROMOTIONS

### 4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) months. Demonstration of service and the type, duration and quality of service provided will be at the Company's discretion.

#### **4.2 Promotions**

The Company may from time to time make special promotional service offerings designed to attract new customers or to promote existing services. Such promotional offerings shall be limited to specific dates, times (not to exceed one year), and/or locations, and shall be subject to prior approval by the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion. Such notice will identify the promotion, and will specify the terms, location and dates of the promotion.

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### SECTION 5 - LIFELINE PROGRAM

### 5.1 General

The lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996

Lifeline is supported by the Federal Universal Service support mechanism.

### 5.1.1 Tier 1 and Tier 2

Federal baseline support of eight dollars and twenty-five cents (\$8.25) is available for each Lifeline service and is passed through to the subscriber.

### 5.1.2 Tier 3

An additional three dollars and fifty cents (\$3.50) credit is provided by the State or Company.

## 5.1.3 Tier 3

Supplemental federal support of one dollar and seventy-five cents (\$1.75), matching one half of the State or Company contribution, will also be passed along to the Lifeline subscriber

The total Lifeline credit available to an eligible customer in South Carolina will not exceed thirteen dollars and fifty cents (\$13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge, and local usage.

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### SECTION 5 – LIFELINE PROGRAM (cont'd)

### **5.2 Regulations**

### 5.2.1 General

- A. Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.
- B. One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified below.
- C. A lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
- D. Toll Blocking, if elected, will be provided at no charge to the Lifeline subscriber.

## 5.2 Regulations (cont'd)

- 5.2.1 General (cont'd)
  - E. Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated calls.
  - F. At no time shall a Lifeline subscriber's Lifeline rate go below zero.

## 5.3 Eligibility

- 5.3.1 Customers are eligible if they participate in at least one of the following programs:
  - A. Medicaid, Food Stamps, or Temporary Assistance to Needy Families (TANF).
  - B. All applications for service are subject to verification with the state agency responsible for administration of the qualifying program

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### SECTION 5 – LIFELINE PROGRAM (cont'd)

### 5.4 Certification

- 5.4.1 Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application of services; or eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Lifeline eligible programs and identifying the qualifying program. The Lifeline credit will not be established until the Company has received such signed document. If the customer requests installation prior to the Company's receipt of such signed document, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.
- 5.4.2 The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.

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## SECTION 5 – LIFELINE PROGRAM (cont'd)

## **5.4 Certification (cont'd)**

5.4.3 When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

### **5.5 General Conditions**

### 5.5.1 Terms

- A. Lifeline is provided as a monthly credit on the eligible residential subscriber's access line invoice for local service.
- B. Service Charges are applicable for installing or changing Lifeline service.
- C. Link-Up connection assistance maybe available for installing or relocating Lifeline service.
- D. The Service Change Charge is not applicable when existing service is converted intact to Lifeline.
- E. Federal Credit
  - 1. Monthly Credit

Lifeline programs, one per Lifeline service \$10.00

2. Company credit

Lifeline programs, one per Lifeline service \$3.50

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### SECTION 6 – LINK UP PROGRAM

### 6.1 Certification

- 6.1.1 Linkup is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996.
- 6.1.2 Link-up is supported by the Federal Universal Service support mechanism.
- 6.1.3 A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), whichever is less, is available to be passed through to the subscriber.
- 6.1.4 Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application of services; or eligible Lifeline subscribers may enroll in the Link-Up program by signing a document certifying under penalty of perjury that the customer participates in one of the Lifeline eligible programs and identifying the qualifying program. The Lifeline credit will not be established until the Company has received such signed document. If the customer requests installation prior to the Company's receipt of such signed document, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.
- 6.1.5 The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.

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# SECTION 6 – LINK-UP PROGRAM (cont'd)

### **6.2 Regulations**

### 6.2.1 General

- A. Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.
- B. Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
- C. The Link-Up credit is available each time the customer installs or relocates the primary residential service.
- D. To receive the credit, proof of eligibility must be provided within 30 days after installation of service.
- E. The total tariffed charges for connecting service, including service and other installation charges, are considered in the credit calculation.

## 6.3 Eligibility

- 5.3.1 Customers are eligible if they participate in at least one of the following programs:
  - A. Medicaid, Food Stamps, or Temporary Assistance to Needy Families (TANF).
  - B. All applications for service are subject to verification with the state agency responsible for administration of the qualifying program